

INTERAGENCY AGREEMENT

between

METROPOLITAN TRANSPORTATION COMMISSION

and

ASSOCIATION OF BAY AREA GOVERNMENTS

for

PLANNING

FISCAL YEAR 2007-08

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**INTERAGENCY AGREEMENT BETWEEN
METROPOLITAN TRANSPORTATION COMMISSION
AND
ASSOCIATION OF BAY AREA GOVERNMENTS**

THIS AGREEMENT is entered into this first day of July, 2007, by and between the METROPOLITAN TRANSPORTATION COMMISSION (hereafter "MTC") and the ASSOCIATION OF BAY AREA GOVERNMENTS (hereafter "ABAG").

RECITALS

WHEREAS, MTC has been designated for the San Francisco Bay Region as the federal Metropolitan Planning Organization ("MPO") and the state Regional Transportation Planning Agency ("RTPA"); and

WHEREAS, ABAG has received designation by the Governor as the Regional Clearinghouse for the San Francisco Bay Region under Executive Order 12372 and its implementing regulations (48 Fed. Reg. 29284 (1983)) and the State's Intergovernmental Review Process, and has also been designated by the United States Department of Housing and Urban Development and the California State Office of Planning and Research as the "Comprehensive Planning Agency" under the Combined Federal Highway Administration and Federal Transit Administration Statewide and Metropolitan Planning Regulations (23 CFR Part 450 and 49 CFR Part 613) (hereinafter, "the Planning Regulations"); and

WHEREAS, the Planning Regulations require that a continuing, comprehensive, and cooperative planning process be carried on by MTC as the MPO for the San Francisco Bay Region, which must be coordinated with the Intergovernmental Review Regional Clearinghouse function performed by ABAG; and

WHEREAS, MTC is the eligible recipient of certain Federal Highway Administration ("FHWA") and Federal Transit Administration ("FTA") and state Transportation Development Act ("TDA") planning funds for the San Francisco Bay Region that MTC may "pass through" to ABAG in order to assist comprehensive land use and other planning which are necessary components of the metropolitan transportation planning process required under 23 CFR 450.300 *et seq.*; and

WHEREAS, MTC and ABAG intend by this Agreement to set forth the terms and conditions, funding, and scope of work for continuing the ABAG/MTC joint land use and transportation planning program (hereafter "Joint Program") for the 12-month period from July 1, 2007, to June 30, 2008 and to fulfill the intent of Executive Order 12372, the Planning

Regulations, and the Environmental Protection Agency air quality conformity regulations in 40 CFR Part 51;

NOW THEREFORE, the parties agree as follows:

1.0 GENERAL

ABAG assumes the responsibility for certain comprehensive planning and technical activities and products that support the planning functions of both agencies. MTC, in accordance with this Agreement, the FY 2007-08 Overall Work Program, and the Planning Regulations, will share in the financial cost of carrying on these activities.

2.0 INTERAGENCY AGREEMENT ADMINISTRATION

The administration of this Agreement will be conducted jointly by the Deputy Executive Director of ABAG and the Deputy Executive Director, Policy of MTC, or their designees.

Day-to-day management of individual projects required under this Agreement is assigned to the appropriate Program Manager of ABAG and Section Director of MTC.

3.0 FUNDING

ABAG and MTC mutually agree that, pursuant to the pass-through formula in Appendix A, incorporated herein by reference, MTC shall pay ABAG a total of two million six hundred forty-nine thousand seven hundred seventy-nine dollars (\$2,314,804) for Fiscal Year 2007-08, subject to any reductions required under this Section 3.0. Payment shall be from the following sources in the following amounts:

TDA Planning Funds	\$908,571
FTA Section 5303 Planning Funds	\$242,811
FHWA 1/2% PL Funds	\$1,163,422

ABAG agrees that TDA planning funds will constitute the local matching funds to FHWA and FTA funding. TDA planning funds are based on amounts projected in MTC's adopted Fund Estimate for FY 2007-08, as amended on or before July 1, 2007.

Funding from FTA and FHWA shall be contingent upon approval by these agencies of the FY 2007-08 Overall Work Program and its supplements. Should the U.S. Department of Transportation ("DOT") agencies amend the OWP to reduce the amounts of FHWA PL funds or

FTA Section 5303 or 5307 Planning funds available to the region, MTC and ABAG shall reduce their shares of DOT funds proportionally and shall amend the OWP tasks as necessary to reflect the reduced level of funding.

4.0 SCOPE OF WORK

In consideration of the funding detailed in Section 3, ABAG will conduct comprehensive planning and associated technical activities set forth in the Scope of Services, attached as Appendix B and incorporated herein by reference. The work shall fulfill the following conditions:

- (a) ABAG shall provide the following to MTC in order to fulfill the requirements of 23 CFR 450.300 *et seq.* in the following respects:
 - (i.) development and maintenance of regional projections, consistent with MTC's travel demand forecasting techniques, of demographics, population (including location of minority concentrations), employment, and land use; and
 - (ii.) analysis of the regional impacts that may be requested by MTC in connection with corridor, Regional Transportation Plan or related planning efforts.
- (b) Intergovernmental Review. ABAG shall fulfill roles pursuant to Executive Order 12372 and the State Intergovernmental Review process, as well as pursuant to Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 as amended, Section 401 of Title IV of the Intergovernmental Cooperation Act of 1968, and Section 176 (c) of the Clean Air Act, in a manner consistent with MTC review responsibilities.
- (c) JPC and RAPC. ABAG shall provide appropriate staffing support for joint ABAG/MTC committees: presently the Joint Policy Committee ("JPC"), and the Regional Airport Planning Committee ("RAPC").

ABAG shall prepare and submit to MTC for approval an annual Scope of Services to achieve the above objectives. Compliance with federal and state financial reporting and auditing requirements shall be ABAG's responsibility.

From time to time, special joint planning studies not embraced by this agreement may be undertaken by ABAG on behalf of or jointly with MTC, in which case additional funding may be provided subject to mutually satisfactory negotiation of a detailed scope of service.

4.1 ABAG/MTC EXCHANGE OF SERVICES

MTC and ABAG agree to exchange the following services: ABAG will provide Internet connection services to MTC and MTC will provide library services and some intranet support services to ABAG. See Appendix D, attached hereto and incorporated herein, for details of services to be provided by each agency.

5.0 BUDGET

The Budget for the Scope of Services in Appendix B is set forth in Appendix C, attached hereto and incorporated by reference. ABAG will conduct comprehensive planning and technical activities in conformance with the budget. The budget shall not be revised without prior written approval of MTC.

6.0 METHOD OF PAYMENT

MTC agrees to pay ABAG for services provided under this Agreement on the following basis:

- (a) After the end of each month, ABAG will submit to MTC an invoice for reimbursement of costs incurred during that month pursuant to this agreement. This invoice will be accompanied by a monthly financial summary report.
- (b) Within thirty days of receipt of each monthly invoice, MTC will remit payment of TDA, FTA and FHWA funds to ABAG, so long as MTC has received those funds. In the event that MTC has not received funds from any source, ABAG's invoiced amount shall be paid in proportion to the funds received by MTC. The invoiced amount not paid to ABAG shall be paid within thirty days of receipt of funds from the delinquent funding source.
- (c) Any withholding of payment by MTC, per Section 8 of this Agreement, may be applied to subsequent requisitions.
- (d) Notwithstanding Section 8 of this agreement, the monthly payment for August 2007 shall not be payable until receipt of ABAG's FY 2006-07 fourth quarter progress report.

7.0 REPORTS AND PRODUCTS DELIVERABLE

- (a) Progress Reports: No later than the fifteenth calendar day of the month following the end of each quarter, ABAG shall submit narrative progress reports and three (3) copies of

each deliverable project to MTC. ABAG will prepare these reports for each of the work elements funded by transportation planning funds.

- (b) Products Deliverable: ABAG agrees to develop products as described under the Scope of Work. Three (3) copies of each such product shall be included as part of the quarterly report, if not previously delivered for forwarding to Caltrans/FHWA.

8.0 DELAYS AND FAILURE TO PERFORM

Whenever ABAG encounters any difficulty that will delay timely performance of work, ABAG shall notify MTC in writing. ABAG also agrees to work with the appropriate MTC Section Director to work out a mutually satisfactory course of action.

Where MTC determines failure on ABAG's part in achieving completion of a specified product, and/or failure on ABAG's part to consider MTC recommendations aimed at facilitating progress toward that product, and/or failure on ABAG's part in meeting requirements as listed in Section 10 of this Agreement, MTC must notify ABAG within three weeks of receipt of quarterly progress reports and quarterly financial statements. MTC may impose such sanctions as it or the state or federal governments may determine appropriate, including, but not limited to, withholding of commensurate payment due under this Agreement until compliance is achieved.

9.0 AMENDMENTS

This Agreement may be amended by mutual agreement of ABAG and MTC at any time during the contract year.

10.0 LAWS AND REGULATIONS

ABAG shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state or local government, and of any agency thereof, which relate to or in any manner affect the performance of this Agreement. Title 49 Code of Federal Regulations Part 18; Circular 4220.1D of the FTA; and the latest FTA Master Agreement (Form FTA MA(13), 10/06) are each incorporated herein by reference as though set forth in full, and shall govern this Agreement except as otherwise provided herein. Those requirements imposed upon MTC as "Recipient" are hereby imposed upon ABAG, and those rights reserved by DOT, FHWA, FTA or Government are hereby reserved by MTC.

11.0 FEDERAL REQUIREMENTS

The federal requirements in Appendix E, attached hereto and incorporated herein by this reference, are applicable to this Agreement.

12.0 USE OF CONSULTANTS

ABAG may subcontract for performance of portions of the work within the Joint Planning Program subject to the written approval by MTC. Subcontracts using FHWA funds are subject to prior approval by FHWA according to its respective regulations, guidelines and manuals. All federally funded subcontracts entered into by ABAG are subject to the procurement requirements set forth in 49 Code of Federal Regulations Section 18.36 and the applicable federal clauses in Appendix E.

ABAG will include applicable provisions in Appendix E in every subagreement, including procurement of materials and leases of equipment. ABAG will take such action with respect to any subagreement or procurement agreement as MTC, the State, or agency of DOT may direct as a means of enforcing such provisions, including sanction for noncompliance.

ABAG will include the following clause in consultant contracts entered into to carry out this Agreement:

The Contractor shall immediately and before proceeding furnish to ABAG a duly executed Certificate of Insurance indicating the Contractor has purchased Workers' Compensation, Commercial General Liability, and Auto Liability in amounts satisfactory to ABAG.

13.0 AUDIT AND INSPECTION OF RECORDS

- (a) Accounting Records. ABAG will provide thorough and complete accounting for all funds expended in the performance of this work, to the extent that such funds are provided by MTC as set forth in Section 3 of this Agreement, to the degree necessary to permit regular examination by MTC, state, federal, and ABAG auditors. All accounting records, data, and supporting documentation will remain available for review and audit for a period of not less than three years after submission by MTC of the final expenditure report for federal contracts providing funds under this Agreement.
- (b) Single Audit. ABAG shall be responsible for meeting audit requirements of the "Single Audit Act of 1984" as implemented by OMB Circular A-133 and any revision or supplement thereto, and 49 CFR Part 18.26. In accordance with PUC Section 99245,

ABAG shall be responsible to ensure that its Single Audit includes a certification that TDA funds allocated to it by MTC were expended in conformance with applicable laws and rules and regulations of the Act. Annually and within 180 days after the end of each fiscal year, ABAG shall submit a copy of its Single Audit to MTC.

- (c) Inspection of Records. ABAG shall permit MTC, DOT, FTA, FHWA or the Comptroller General of the United States and their authorized representatives to have access to ABAG's books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this Agreement and for the period specified in Section 1.2(a). ABAG shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time. ABAG further agrees to include in all its subcontracts hereunder over \$100,000 a provision to the effect that the subcontractor agrees that MTC, DOT, FTA, FHWA or the Comptroller General or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term specified above.
- (d) Cost Allocation Plan. In accordance with the requirements of OMB Circular A-87, Part X of the Federal Register (Volume 48, No. 18, January 28, 1981), ABAG shall prepare an annual Cost Allocation Plan for PL funds, which shall be retained by ABAG for audit by a designated Federal agency. Annually, within 180 days after the end of each fiscal year, ABAG shall submit a copy of its Cost Allocation Plan to MTC.
- (e) Third Party Agreements. ABAG shall be responsible for auditing third-party contracts and agreements.

14.0 OWNERSHIP OF WORK PRODUCTS

Subject to the provisions of the FTA Master Agreement (Form FTA-MA(13), October 2006) and Section 2 of Appendix E, all reports, drawings, plans, studies, memoranda, computation sheets and other documents assembled or prepared by or for, or furnished to, ABAG under this Agreement shall be the joint property of MTC and ABAG, and shall not be destroyed without the prior written consent of MTC.

15.0 INDEMNIFICATION

ABAG shall indemnify, defend, and hold harmless MTC, its Commissioners, representatives, agents and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of ABAG, its officers, employees or agents, or subcontractors or any of them in connection with its performance of services under this Agreement. In addition to any other remedy authorized by law, so much of the money due ABAG under this Agreement as shall reasonably be considered necessary by MTC may be retained until disposition has been made of any claim for damages.

16.0 LITIGATION: JOINT PRODUCTS

If during the Fiscal Year 2007-08 any litigation is brought against MTC and ABAG regarding the process pursued in the development of products or plans jointly adopted by both agencies, and if ABAG chooses not to participate in a joint defense and share joint costs, MTC will retain a percentage of TDA-based pass-through funds as required to pay for MTC's litigation defense expenses and for any court mandated awards or fees, as may be levied as a result of such litigation, to mitigate the fiscal impact on MTC's budget. The amount of withheld pass-through funds shall not exceed 50% of the expenses incurred by MTC, or \$100,000, whichever is less, in order to afford ABAG the ability to plan for any impact on its annual budget that such retention may cause.

17.0 DRUG-FREE WORKPLACE

ABAG shall comply with the provisions of Government Code § 8350 *et seq.*, the Drug-Free Workplace Certification requirement and with the U.S. DOT regulations "Drug-Free Workplace Requirements Grants" in 49 CFR Part 29, Subpart F.

18.0 TERMINATION

This Agreement may be terminated on written notice from one party given to the other at least ninety (90) days prior to commencement of the fiscal year in which termination is to take effect.

19.0 SUPERSEDURE

This Agreement supersedes and terminates the prior agreement entered into by MTC and ABAG dated effective July 1, 2006.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated above.

**METROPOLITAN TRANSPORTATION
COMMISSION**

Steve Heminger, Executive Director

**ASSOCIATION OF BAY AREA
GOVERNMENTS**

Henry Gardner, Executive Director

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APPENDIX A

MTC/ABAG FUNDING FORMULA

Commencing with fiscal year 1993-94 and continuing each fiscal year thereafter, MTC shall annually pass through to ABAG, as set forth below, an amount equivalent to fifteen percent (15%) of the new federal general planning funds (U.S. DOT) and ten percent (10%) of the new TDA planning funds anticipated to be received by MTC during the given fiscal year. Funds appropriated in earlier fiscal years shall not be included in the pass-through computation.

Revenues "anticipated" by MTC, for the purpose of calculating ABAG's share, shall mean:

TDA: County Auditors' estimates received by MTC by February 1, preceding the fiscal year in question, or as amended by MTC prior to July 1 of the fiscal year in question.

FHWA: Estimates provided by FHWA, through Caltrans, in February preceding the fiscal year in question.

FTA: Estimates provided by FHWA, through Caltrans, in February preceding the fiscal year in question.

If additional DOT money for special planning studies should become available, ABAG may propose work programs for such studies and negotiate with MTC for additional funds as provided in Section 3 of this agreement.

Funding from FTA and FHWA shall be contingent upon approval by these agencies of the OWP for the coming year. Should the DOT agencies amend the OWP after the above dates to reduce the amounts of FHWA or FTA funds, MTC and ABAG shall endeavor to reduce their shares of DOT funds proportionally and shall amend the OWP tasks as necessary to reflect the reduced level of funding.

APPENDIX B

SCOPE OF SERVICES

FISCAL YEAR 2007-08

The Scope of Services detailed in this appendix describes the work ABAG will carry out during FY 2007-08 pursuant to Section 4.0 of the Agreement, which delineates ABAG's planning responsibilities.

WORK ELEMENT

No. Task Description

1 Regional Modeling and Analysis

- Revise documentation for existing models
- Update POLIS for use in future projections
- Incorporate new data, including Census 2000 and American Community Survey data, in ABAG databases and models
- Coordinate data needs with local cities and Congestion Management Agencies
- Continue work on Projections 2007 (incorporate MTC accessibility data from travel forecasts based on Projections 2005)
- Selected updates of regional projections with identification of in-commuters to Bay Area
- Update regional projections output to complement MTC's new system of activity-based travel demand models. ABAG will pursue additional funding from Caltrans, MTC and other sources for major improvements to its existing modeling system
- Periodic studies of regional issues that relate to the Bay Area's economy or demographic issues like population characteristics and housing
- Publish reports and hold conferences and workshops to present the funding of forecasts and research.

Major Products/Deliverables	
Produce Projections 2007	Dec. 2006
Update Projections to Complement MTC Activity-Based Models	Continuous
<i>Smart Growth Monitoring Plan,</i> Develop monitoring plan consistent with Smart Growth Monitoring Plan for Transportation Air Quality Conformity submitted by MTC and ABAG and agreed to by the Federal Highway Administration and Federal Transit	Ongoing/TBD

Administration. Work collaboratively with MTC to coordinate 2008 monitoring plan development with FHWA and FTA.	
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Smart Growth Monitoring Plan

Working jointly with MTC, FHWA and FTA, develop the regional Smart Growth Monitoring Plan, concurrent with the update of the regional demographic projections, as defined for Transportation Air Quality Conformity purposes. The Smart Growth Monitoring Plan (SGMP) will accomplish the following:

- Track the number of jurisdictions that have updated the local general plans and development regulations in response to the adopted regional “smart growth” demographic forecast. Identify the schedule, if known, for other jurisdictions to update the local general plans and development regulations.
- If local general plans and development regulations have been updated specifically, identify them and state the degree to which these changes are consistent with the adopted regional “smart growth” demographic forecast.
- Identify in key transit corridors, and in San Francisco, Oakland and San Jose, the current and forecasted change in overall population and employment density, and the change in population and employment density in areas within ½ mile of these major transit facilities, due to local master plan and development regulation updates.
- Identify in key transit corridors the current and forecasted change in type of construction, housing choices, and mixed-use development due to local master plan and development regulation updates.
- Identify any obstacles to the implementation of the adopted regional “smart growth” demographic forecast that are identified through the local planning process and/or updates to local general plan and development regulations. Discuss the extent to which regional housing allocations are being met, consistent with the adopted Smart Growth forecast.

Other Monitoring Tasks

- Assist MTC staff in policy-level review during the development of the Regional Rail Plan and assist MTC staff in developing protocols for smart growth-related forecasts for the Regional Rail Plan and the I-80 Smart Growth Study.
- Work with MTC to develop various goods movement policies that can be discussed with the Joint Policy Committee. A specific element will be to assist MTC and its consultant to identify and monitor land use locations that are important to Bay Area goods movement activities.
- Continued work with MTC on the I-80 Smart Growth Study and on implementing the Bay Area Transit Oriented Development (TOD) Policy, and particularly the station area planning program

2 Planning Services

Regional Blueprint Planning Program

The State grant-funded Blueprint work (“Focusing our Vision”) builds upon and carries forward the regional smart growth visioning and planning activities begun under the Smart Growth Strategy/ Regional Livability Footprint Project. ABAG and MTC staff will continue to convene local agency meetings to reintroduce local governments to the concepts of the 2002 smart growth “Vision.” The Focusing Our Vision initiative also advances the Joint Policy Committee’s Consolidated Work Program and supports the strategic emphasis on housing. The initial work through the last half of FY 2007-08 involves extensive outreach, data collection and development of analysis and presentation tools prepared by ABAG and MTC staff. These tools will assist in working with local agencies to draft regional priority development and resource protection areas, that will also inform ABAG’s next Regional Housing Needs Allocation process. Once drafted, the priority areas will be extensively negotiated with local governments. Negotiation of priority development areas will be the main focus of the ABAG and MTC work for FY 2007-08 and will involve the following:

- Development of iterative analyses of spatial data and exploration of what-if scenarios through 3-D visualizations and other modeling techniques.
- Continued negotiations done in partnership with local governments, involving the participation of MTC, ABAG, the Air District, and other regional and local stakeholders
- Community outreach to keep stakeholders, community groups, and the public involved in the process
- Support of a regional technical advisory committee to provide input on the various analyses, assist with the public outreach plan, and to generally advise staff on issues as they arise
- Support of and participation in a regional conference that will provide broad-based participation from government and public stakeholders

Staffing for this effort represents the in-kind match required for the Blueprint grant of \$500,000 for end of **FY 2006-07** and FY 2007-08.

Other planning tasks:

- Maintain Areawide Clearinghouse Notification and Review function according to Intergovernmental Review Guidelines established by the State (under Executive Order 12372) and pursuant to Federal laws requiring review of grant applications by areawide planning organizations.
- Participate in the development and implementation of air quality planning documents.

- Review Environmental Impact Reports (“EIRs”) for projects that may impact airports and support the activities of the RAPC.
- Continue support of ABAG Regional Planning Committee as a forum for discussion of regionally significant issues including housing, environmental, water and legislative issues. Programming may include workshops, presentations and studies that form the basis for land use and transportation linkages.
- Continued implementation of ABAG’s multi-jurisdictional Corridor Planning Program aimed at implementing smart growth along key multi-modal transportation corridors, focusing on East 14th/International Boulevard, El Camino Real, and San Pablo Avenue during FY 2007-08.
- Participate in the definition of realistic scenarios for the Emergency Operation Plan, including the forecast of damages for two functional and two tabletop exercises.

<u>Major Products/Deliverables</u>	<u>Deadline</u>
Regional Blueprint Planning Program Continue ongoing outreach and technical analysis processes to engage local government in helping define housing development priority areas for incorporation into the next RHNA and ABAG Projections series	Adopt final report: November 07
Provide support for MTC Bay Area TOD Policy implementation, including: Provide oversight and assistance for development of station area plans pursuant to TOD Policy. (additional supplemental funding to be provided under MTC contractual services budget)	Memo identifying performance measures for station area plans: November 2006 Final memo addressing land use conflicts in station areas: May 2007 Staff support and coordination for TOD workshops and outreach: TBD
Publish Intergovernmental Review Newsletter and clear projects which have complied with intergovernmental review procedures	Monthly
I-80 Smart Growth Study: continue with technical analyses and project oversight to complete (additional supplemental funding to be provided under MTC contractual services budget)	Final Report: Dec. 07

Work with MTC and BCDC to support RAPC.	Continuous/ TBD
Work with MTC to develop various goods movement policies that can be discussed with the Joint Policy Committee, including identification of land use locations that are important to Bay Area goods movement activities.	On-going / TBD

3 Public Information/Regional Liaison

- Provide staff support for ABAG General Assembly, policy committees and advisory groups
- Offer public workshops related to regional comprehensive planning issues and services of benefit to local governments
- Provide MTC with data files of updated rosters for local elected officials
- Provide MTC with contact lists (electronic format) as required for outreach efforts of mutual interest to MTC and ABAG.

<u>Major Products/Deliverables</u>	<u>Schedule</u>
Produce announcements, brochure, packet materials, and graphics for: General Assembly/ Executive Board/ Administrative Committee. - Assist in material preparation for joint regional agency efforts (e.g., Joint Policy Committee).	As Required
Updated mailing lists of members, interest groups, news media outlets and others.	Continuous

4 Intergovernmental Coordination

- Supervise preparation of ABAG Overall Work Program for 2007-08, in cooperation with MTC and Caltrans.
- Negotiate Interagency Agreement and Scope of Services with MTC
- Provide executive and resource staff support to the Joint Policy Committee for regional planning coordination, including guidance and staff support for the Regional Planning Program Director reporting to the MTC and ABAG executive directors.
- Work with MTC to consolidate Geographic Information System (“GIS”) staff and work programs of the two agencies. Considerations will include but not be limited to sharing of hardware and software systems, sharing of GIS data and sharing of staff expertise and resources to produce a jointly coordinated GIS program.

- Provide executive and management staff support to RAPC, and special task forces and advisory committees as required.
- Maintain liaison with governmental officials at all levels and key private sector officials.
- Develop and maintain links with local governments related to land use activities including Bay Area Planning Directors Association, countywide planning directors associations, professional planning organizations. Provide input and mutual support to other regional, state and federal agencies and programs including: EPA, MTC, BAAQMD, HCD, OPR, BCDC.

<u>Major Products/Deliverables</u>	<u>Schedule</u>
OWP 2008-09 Draft and Final	January, April 2008
Interagency agreements ABAG/MTC Interagency Agreement for FY 2008-09	June 2008
Joint Policy Committee workscope, in cooperation with MTC under guidance of Regional Planning Program Director	TBD
Interagency meetings: Joint Policy Committee	TBD

APPENDIX C, BUDGET
MTC/ABAG JOINT PROGRAM (FY 2007-08)
FHWA, FTA, and TDA PLANNING FUNDS

	<u>WORK ELEMENT</u>	<u>FTA</u>	<u>FHWA</u>	<u>TDA</u>	<u>TOTAL</u>
1	Data Analysis	\$111,936	\$536,338	\$338,176	\$981,671
2	Planning Services	\$130,875	\$627,084	\$395,395	\$1,147,768
3	Public Information/ Regional Liaison	0	0	\$100,000	\$100,000
4	Intergovernmental Coordination	0	0	\$75,000	\$75,000
	TOTAL	<u>\$242,811</u>	<u>\$1,163,422</u>	<u>\$908,571</u>	<u>\$2,314,804</u>

Note: FTA amount includes carryover funds of \$53,884
FHWA amount includes carryover funds of \$180,690.

APPENDIX D

ABAG/MTC EXCHANGE OF SERVICES

ABAG will provide the following services to MTC:

- a. ABAG will provide and maintain basic Internet connections to MTC for email, Web and File Transfer Protocol (“FTP”).
- b. ABAG will share with MTC capacity on ABAG’s fractional T3 line.
- c. ABAG will assist with domain name resolution and registration.
- d. ABAG will provide a firewall for MTC that is an extension of ABAG’s firewall.
- e. ABAG will support installation of Virtual Private Network (“VPN”) remote over-the-net access by MTC staff.
- f. Should additional extensions of service or improvements be needed, ABAG will consult with MTC. (Pursuant to separate agreements, ABAG and MTC will continue to share the purchase costs of upgrading and maintaining the PIX firewall, CISCO edge router, VPN concentrator and the Intrusion Detection System. MTC is not responsible for any additional maintenance costs for current equipment.)
- g. ABAG will house MTC servers as mutually agreed, including those of the Regional Transit Information System/511 Transit project. For those servers, ABAG will monitor the servers, report any outages immediately to MTC staff, and, when possible, restore, or assist MTC in restoring, service. A separate agreement may be implemented to share additional infrastructure and air conditioning costs attributable to MTC projects, subject to further discussion.
- h. ABAG will maintain filter configuration on access router.
- i. ABAG will support SMTP (outgoing email) relay for mtc.ca.gov.
- j. ABAG staff will provide advice and assistance regarding basic Internet infrastructure services. This includes daily administration of network infrastructure, connectivity (including secondary, back-up connectivity), firewall, Domain Name Server (“DNS”), routing, email and intrusion detection for ABAG and MTC. ABAG will provide MTC staff with a response to such service requests within one hour, during normal business hours.
- k. ABAG will provide hosting and housing services in a secure, air-conditioned room.

- l. ABAG will provide a minimum of 24-hours advance notification for all planned changes to the system, including planned downtimes. If Internet service is lost, ABAG will notify MTC immediately and provide an estimate of the expected downtime.

MTC will provide the following services to ABAG:

MTC will provide all library resources of the MTC-ABAG library to ABAG. The Library contains over 22,000 items consisting of books, reports, periodicals and articles related to Bay Area planning and transportation issues, including housing, land use, labor market, real estate, demographics, environment, traffic, highways and transit issues. The MTC-ABAG Library will provide the following general information services to ABAG:

- a. The Library will acquire information resources in response to ABAG's needs, for example, if the focus at ABAG is smart growth or sustainability, the Library will concentrate on gathering information and reports on those topics.
- b. The Library will acquire specific documents requested by ABAG, within reasonable cost limits.
- c. The Library will subscribe to several online databases that provide ABAG with access to documents and information not found in the Library, and the librarians will provide current information about pertinent Internet sites.
- d. Additional services the Library will provide to ABAG are:
 1. The Library will provide regular and in-depth research services to ABAG staff.
 2. The Library will maintain a collection of all ABAG publications to provide a preview service for patrons wishing to purchase ABAG publications.
 3. The Library will route current periodicals to ABAG staff as requested, ensuring that ABAG staff have the most up-to-date information.
 4. The Library will order and catalog books and reports requested by ABAG staff, ensuring a core collection of planning and transportation-related information.
 5. The Library will catalog and maintain a collection of environmental impact reports and general plans, helping ABAG fulfill its role as EIR Clearinghouse.
 6. The Library will maintain printed Census reports, including a partial set of 1940-1970 and a complete set of 1980 and 1990, and maintain the Bay Area Census website for year 2000 and subsequent census data.
 7. The Library will respond to questions about census data, helping ABAG fulfill its role as Regional Census Data Center.

8. The Library will maintain publication archives for all ABAG publications, ensuring that all publications are preserved in a secure, offsite facility.
9. The Library will serve as a front-line buffer for questions from outside individuals and agencies, decreasing the number of information requests that interrupt ABAG staff.
10. The Library will provide public access to two computers equipped with Internet connections and CD-ROM towers, including one with a screen reader and a web browser for blind patrons.
11. The Library will maintain Library web pages on MTC's website, improving dissemination of information.

MTC and ABAG will Jointly Cooperate on the Following:

- a. Since the ABAG and MTC local area networks are closely tied, sharing Internet access and security vulnerabilities, it is imperative that there be open, constant communication between the agencies on network concerns. To ensure that this occurs, MTC and ABAG IT personnel will meet at least quarterly to facilitate communication.
- b. MTC will identify at least one employee to serve as an emergency backup to the ABAG system administrator. Said employee(s) will be trained by ABAG staff in restoring broken Internet connectivity. ABAG and MTC will jointly identify other opportunities for IT staff cross-training and joint training.
- c. ABAG and MTC should jointly evaluate, select and deploy a packet scanner or similar device that runs on, or replaces, iserver as the mail gateway. This would block additional categories of problematic traffic, such as spam and viruses, in http and ftp transfers.
- d. ABAG and MTC should allow visibility of shared resources between our GroupWise systems to permit their viewing or scheduling by staff. GroupWise network address books should also be shared.
- e. ABAG and MTC will investigate and implement methods to facilitate sharing files and data through their common network. This includes common file formats as well as specialized databases, such as GIS.
- f. ABAG and MTC will jointly investigate a disaster recovery solution to respond to a catastrophic failure, due to natural disaster or other causes, that results in a prolonged loss of access to servers and the Internet at MetroCenter. The investigation will include, but not be limited to, consideration of shared remote data storage and servers, and more general business continuity/recovery issues. ABAG and MTC staff will jointly recommend one or more alternative solutions, with estimated costs. Implementation of any recommendations will depend on subsequent budget approvals by both agencies.

- g. ABAG and MTC will discuss and evaluate joint software and hardware acquisition and upgrade options for common needs to reduce cost and staff time.
- h. ABAG and MTC will establish an on-going mechanism to coordinate their GIS activities. This includes establishing a joint strategy on GIS development and project-related functions. ABAG and MTC will jointly conduct a systematic review of the GIS system architecture used by each agency, and will develop and implement changes to that architecture to better serve their joint needs.

APPENDIX E

FEDERALLY REQUIRED PROVISIONS

1. Identification of Documents

All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed through a grant from the U.S. Department of Transportation (Federal Highway Administration and Federal Transit Administration) under the Intermodal Surface Transportation Efficiency Act of 1991.

"The content of this report does not necessarily reflect the official views or policy of the U.S. Department of Transportation."

2. Royalty-Free License

FTA and FHWA reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any work developed under this Agreement, irrespective of whether a copyright has been obtained.

3. Equal Employment Opportunity.

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and 49 U.S.C. § 5332 for FTA-funded projects, ABAG agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability, or sex discriminate or permit discrimination against any employee or applicant for employment.

4. Disadvantaged Business Enterprise (DBE) Policy.

(a) Policy. It is the policy of MTC and the U.S. DOT to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to DOT-funded procurement and professional services activities. In connection with the performance of this Agreement, ABAG will comply with 49 CFR Part 26 in meeting these commitments and objectives.

- (b) DBE Obligation. ABAG shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. ABAG shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by ABAG to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
 - (c) Subcontractors. ABAG agrees to include the following clause in all subcontracts under this Agreement:

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The requirements of 49 CFR Part 26 and ABAG's U.S. DOT-approved Disadvantaged Business Enterprise (DBE) program are incorporated in this Agreement by reference. Failure by the Contractor to carry out these requirements is a material breach of the Agreement, which may result in the termination of this Agreement, or such other remedy as ABAG, or the U.S. DOT deems appropriate.
 - (d) Pursuant to Title 49 C.F.R. Section 26.29, the Department of Transportation's Disadvantaged Business Enterprise regulation, ABAG shall pay all subcontractors for satisfactory performance of their work for which ABAG has been paid by MTC and for which the subcontractor has submitted an invoice no later than 30 days from receipt of an invoice therefore or as soon thereafter as is reasonably feasible. Any retainage withheld from such payments shall be provided to the subcontractor within 30 days of satisfactory completion of the subcontractor's work, or as soon thereafter as is reasonably feasible.
5. Title VI of the Civil Rights Act of 1964.
ABAG agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21).
6. Access Requirements
ABAG agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

7. **State Energy Conservation Plan**
ABAG shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).
8. **Debarment**
ABAG certifies that it has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department. ABAG agrees to obtain a certification to this effect from its contractors and subcontractors with contracts in excess of \$25,000.
9. **Clean Air and Water Pollution Acts**
ABAG agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
10. **Prohibition against Lobbying**
ABAG certifies that no Federal funds have been paid or will be paid, by or on behalf of ABAG, to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. This certification must be passed along to contractors and subcontractors with contracts in excess of \$100,000.

CONTRACT APPROVAL SHEET

AGENCY:		MTC		
NAME OF CONTRACTOR/CONSULTANT:		ABAG		
PROJECT TITLE:		Interagency Agreement FY 2007-08		
	Amount	Indicate Admin or ED Approval	Date of Admin. Attach Committee memo	Funding Source
Original contract	\$2,304,439	Admin.	June 13, 2007	TDA, FTA, FHWA
Amend #1				
WORK ITEM #:	1150	FISCAL YEARS: File new contracts at j/section/allstaff/contract/contract new/FY X, and all amendments in the same FY folder as the original contract		FY 2007-08
SOLE SOURCE:	N/A Yes No N/A If yes, attach sole source justification reviewed by OGC & signed by mgr.			

REVIEW LIST

Project Manager:	Therese McMillan	Date:	
Section Manager:	Therese McMillan	Date:	
Advanced Systems Applications Manager:	Joel Markowitz1	Date:	
DBE Liaison: (Federal funding only)	Teri Green	Date:	
Office of the General Counsel:	Melanie J. Morgan/Cynthia Segal	Date:	
Deputy Ex. Director:	Therese McMillan2	Date:	
Deputy Ex. Director:	Ann Flemer3	Date:	
Work Program Coordinator:	Eva Sun	Date:	
Chief Financial Officer:	Brian Mayhew	Date:	

Return to Lois Tucker

1 ASA review *if* indicated on contract chart (J:\SECTION\ALLSTAFF\CONTRACT\Contract Charts\Contract Chart.doc)
 2 Reviews contracts from Planning, Finance, Programming & Allocations and Legislation & Public Affairs.
 3 Reviews all contracts from all sections.